



Council Business Meeting

May 2, 2023

Agenda Item	Contract for Council Chambers Audio-Video-Broadcast Updates with CDW Government LLC	
From	Jason Wegner Dan Hendrix	Dept of Innovation & Technology
Contact	jason.wegner@ashland.or.us dan.hendrix@ashland.or.us	
Item Type	Requested by Council <input checked="" type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/>	

SUMMARY

This is a request for contract approval for upgrade of the audio-video and broadcast technology used by City Council and other boards and commissions in the Ashland Council Chambers.

Due to the cost of this technology remodel exceeding \$100,000, council approval is required for the purchase.

POLICIES, PLANS & GOALS SUPPORTED

Undertaking the project fulfills the need to make council meetings fully hybrid, wherein all participants can see, and be seen, by all other participants and meeting attendees. By supplying more delivery options and clearer communications between Ashland's public bodies and the citizens they serve, this would support the Council's communications and transparency goals. This project also ensures that the City of Ashland complies with Oregon House Bill 2560, which requires public meetings be remotely accessible when reasonably possible.

BACKGROUND AND ADDITIONAL INFORMATION

The quality of the audio-video signal from and within the Council Chambers has been degrading over time. This manifests as additional hiss and hum in audio, microphones that may cut-out or boom when bumped, or video dropout. This reflects years of usage, movement, and room re-arrangement impacting cables, connectors, and equipment. The broadcast equipment in the broadcast control booth, which RVTV uses to create the television and internet broadcast, is beyond end-of-life and is no longer current with industry standards for compatibility and security.

FISCAL IMPACTS

Taking into account the fact that some of the existing components (e.g. monitors, cameras) would be re-used, contractor estimates for materials and installation are just over \$100,000. Attached is an itemized \$107,000 bid by CDW Government LLC based on the pre-bid State contract award system. Inquiries to other regional public agencies confirms that the going rate for a public meeting room equipment update project typically exceeds \$100,000.

This has been quoted under the State of Oregon price agreement #5603, which is attached for reference.

DISCUSSION QUESTIONS

- As described, this project would only include audio-video-broadcast updates for the Council Chambers and the associated broadcast booth. This project does not include upgrades to other City conference rooms in which public meetings are held.
- Deferring these upgrades would result in continued degradation of audio-video signal quality over time. It would also limit communication and presentation options to those that currently exist in the room,





Council Business Meeting

whereas an upgrade would provide additional options for presenters, and better support for remote attendance.

SUGGESTED NEXT STEPS

Staff recommends that the Council approve the funding for this project.

ACTIONS, OPTIONS, AND POTENTIAL MOTIONS

I move to approve a contract with CDW to upgrade council chamber audio-visual-broadcast equipment.

REFERENCES & ATTACHMENTS

Council Audio-Video Project (CDW-G) BOM --NGJT635.pdf

Council Audio-Video Project (CDW-G) SOW.pdf

State of Oregon #5603.pdf



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

DAN HENDRIX,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGJT635	2/27/2023	SVT BOM	0455834	\$66,800.81

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Vaddio USB 3 Extenders - USB Plenum Rated Extension Kit Mfg. Part#: 999-1005-032 Contract: Oregon IT Hardware VAR Contract (5603)	1	6091316	\$1,586.29	\$1,586.29
EXTRON IPCP PRO 550 XI PROCESSOR Mfg. Part#: 60-1913-01A Contract: Oregon IT Hardware VAR Contract (5603)	1	6387751	\$3,829.62	\$3,829.62
CRITICOM HDMI OVER CAT5 EXTENDER RX Mfg. Part#: 60-1271-13 Contract: Oregon IT Hardware VAR Contract (5603)	5	4574395	\$401.18	\$2,005.90
CRITICOM HDMI OVER CAT5 EXTENDER TX Mfg. Part#: 60-1271-12 Contract: Oregon IT Hardware VAR Contract (5603)	5	4574392	\$434.22	\$2,171.10
Sennheiser MEG 14-40 - microphone Mfg. Part#: 504791 UNSPSC: 52161520 Contract: Oregon IT Hardware VAR Contract (5603)	14	5041304	\$163.30	\$2,286.20
EXTRON 7IN TABLETOP TOUCHLINK PRO Mfg. Part#: 60-1562-02 Contract: Oregon IT Hardware VAR Contract (5603)	1	5640378	\$1,711.47	\$1,711.47
Sennheiser MAT 133-S B - stand base for microphone Mfg. Part#: 505624 UNSPSC: 56101501 Contract: Oregon IT Hardware VAR Contract (5603)	14	3927613	\$199.86	\$2,798.04

QUOTE DETAILS (CONT.)

<u>NewTek Spark Plus IO 4K audio video over IP encoder decoder</u>	3	6071375	\$925.84	\$2,777.52
Mfg. Part#: NSP4KIO Contract: Oregon IT Hardware VAR Contract (5603)				
<u>NewTek NDI HX PTZ3 Camera - White</u>	4	7143405	\$2,755.40	\$11,021.60
Mfg. Part#: NDIHX-PTZ3W Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)				
<u>EXTRON MEDIA PORT 200</u>	1	4459616	\$2,496.17	\$2,496.17
Mfg. Part#: 60-1488-01 Contract: Oregon IT Hardware VAR Contract (5603)				
<u>QSC DSP ENGINE 8X8 OUT</u>	1	4143422	\$3,355.90	\$3,355.90
Mfg. Part#: CORE 110F Contract: Oregon IT Hardware VAR Contract (5603)				
<u>NETGEAR AV Line M4250-26G4XF-PoE+ - switch - 24 ports - managed - rack-mount</u>	1	6463059	\$1,670.42	\$1,670.42
Mfg. Part#: GSM4230PX-100NAS Contract: Oregon IT Hardware VAR Contract (5603)				
<u>EXTRON DXP 44 HD 4K PLUS 4X4 HDMI</u>	1	6825567	\$3,213.23	\$3,213.23
Mfg. Part#: 60-1493-21 Contract: Oregon IT Hardware VAR Contract (5603)				
<u>EXTRON 2-CHANNEL DANTE AMPLIFIER</u>	1	6741103	\$1,705.32	\$1,705.32
Mfg. Part#: 60-1767-02 Contract: Oregon IT Hardware VAR Contract (5603)				
<u>JBL Control CRV - speaker - for PA system</u>	6	7133485	\$231.74	\$1,390.44
Mfg. Part#: CONTROL CRV-WH Contract: Oregon IT Hardware VAR Contract (5603)				
<u>NewTek TriCaster TC1SP - editing controller</u>	1	5025894	\$6,711.40	\$6,711.40
Mfg. Part#: TC1SP UNSPSC: 45111805 Electronic distribution - NO MEDIA Contract: Oregon IT Hardware VAR Contract (5603)				
<u>QSC Q-SYS QIO NTWK AUD I O EXPANDER</u>	4	7326837	\$611.42	\$2,445.68
Mfg. Part#: QIO-ML4I Contract: Oregon IT Hardware VAR Contract (5603)				
<u>Middle Atlantic Essex RCS Series Pre-Configured Rack - Floor Rack - 35 RU</u>	1	4841127	\$1,109.34	\$1,109.34
Mfg. Part#: RCS-3524 UNSPSC: 24102001 Contract: Oregon IT Hardware VAR Contract (5603)				
<u>Middle Atlantic Rackmount Power Strip - 9 Outlet - 15A</u>	1	410974	\$122.24	\$122.24
Mfg. Part#: PD-915R UNSPSC: 39121017 Contract: Oregon IT Hardware VAR Contract (5603)				

QUOTE DETAILS (CONT.)

Sennheiser SL Handheld 865 DW-4-US - wireless microphone	1	4863797	\$544.33	\$544.33
Mfg. Part#: 505901 UNSPSC: 52161520 Contract: Oregon IT Hardware VAR Contract (5603)				
Sennheiser Speechline SL MCR 4 DW-4 - receiver for wireless microphone syst	1	5974663	\$2,193.20	\$2,193.20
Mfg. Part#: 508855 Contract: Oregon IT Hardware VAR Contract (5603)				
NewTek TriCaster TC410 Plus - video production system	1	5613832	\$9,655.40	\$9,655.40
Mfg. Part#: TC410P UNSPSC: 45111801 Contract: Oregon IT Hardware VAR Contract (5603)				

SUBTOTAL	\$66,800.81
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$66,800.81

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF ASHLAND CITY HALL 20 E MAIN ST ASHLAND, OR 97520-1850 Phone: (541) 552-2010 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF ASHLAND ASHLAND COMPUTE 90 N MOUNTAIN AVE ASHLAND, OR 97520-2014 Shipping Method: DROP SHIP-COMMON CARRIER
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyler Leedy | (877) 885-4399 | tyler.leedy@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$66,800.81	\$1,790.93/Month	\$66,800.81	\$2,068.82/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



STATEMENT OF WORK

Project Name:	City of Ashland (SVT)	Seller Representative: Tyler Leedy +1 (312) 705-0227 Tyler.Leedy@cdwg.com
Customer Name:	CITY OF ASHLAND	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	SVT	Solution Architect:
Date:	February 27, 2023	
Drafted By	Angela Tran	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and CITY OF ASHLAND (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Price Agreement #5603 – IT HVAR between the State of Oregon, acting by and through its Department of Administration Services, Procurement Services and CDW Government LLC dated the 25th day of September, 2015 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

The existing AV systems in the council chamber need replacement to support Zoom calls, in person presentations, and streaming to local cable station. The new systems will include microphones, speakers, audio processing, NDI cameras, Tri-caster production system, and video distribution. The existing displays will be reused.

System removal and installation requirements:

- Provider will install (1) new Extron 60-1913-01A controller in the rack.
- Provider will install (1) new Extron 60-1562-02 touch panel on the broadcast booth.
- Provider will install (1) new Extron 60-1271-12 HDMI TX at the workstation.
- Provider will install (1) new Owner Supplied ZOOM PC at the workstation.
- Provider will install (1) new Vaddio 999-1005-032 USB EXTENDER at the workstation.
- Provider will install (1) new SENNHEISER 505901 WIRELESS MIC HANDHELD TABLE
- Provider will install (1) new SWITCHER NEWTEK TRICASTER TC410 PRODUCTION SWITCHER in the rack.
- Provider will install (14) new SENNHEISER 504791 GOOSENECK MIC at the DIAS furnished with SENNHEISER 505624
- Provider will install (1) new NEWTEK NSP4KIO IP ENCODER at the DIAS
- Provider will install (1) new Owner Supplied LAPTOP at the DIAS
- Provider will install (4) new NEWTEK NDIHX-PTZ3W CAMERA at the wall.
- Provider will install (1) new QSC CORE 110F AUDIO DSP in the rack.

-
- Provider will install (4) new QSC QIO-ML4I AUDIO EXPANDER in the rack. Provider will install (1) new SWITCHER EXTRON 60-1488-01 BRIDGE in the rack.
 - Provider will install (2) new NEWTEK NSP4KIO IP DECODER in the rack.
 - Provider will install (1) new NEWTEK TRICASTER TC1SP CONTROLLER at the Broadcast Booth.
 - Provider will install (4) new Extron 60-1271-13 HDMI RX in the at the wall behind display.
 - Provider will install (3) new JBL CONTROL CRV-WH WALL SPEAKER at the right wall.
 - Provider will install (1) new NEWTEK NDIHX-PTZ3W CAMERA at the wall.
 - Provider will install (1) new SENNHEISER 508855 TRANSCIEVER in the ceiling.
 - Provider will install (1) new NETGEAR GSM4230PX-100NAS SWITCH in the rack.
 - Provider will install (1) new EXTRON 60-1493-21 MATRIX SWITCHER in the rack.
 - Provider will install (1) new EXTRON 60-1767-02 AMPLIFIER in the rack.
 - Provider will install (3) new JBL CONTROL CRV-WH WALL SPEAKER at the left wall.
 - Provider will install (4) new Extron 60-1271-12 HDMI TX in the rack.
 - Provider will install (1) new Extron 60-1271-13 HDMI RX in the rack.
 - The installer will reuse (4) Owner Supplied Display in the Ceiling. Mount: Owner Supplied

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer is responsible for ensuring client furnished equipment is in good working order. Provider is not responsible for defective or malfunctioning equipment furnished by Customer. Additional time and material may be required to provide a working system.
2. Customer is responsible for providing all necessary power and data connections.
3. Customer is responsible for providing all necessary AV wiring conduits/pathways.
4. Customer is responsible for providing any necessary structural reinforcement required to support the large display(s).
5. Customer must have all associated Microsoft Exchange/O365/Skype/Teams, Zoom, Webex (or other) user/room accounts set up and active prior to Provider's on-site installation. Provider is not responsible for these aspects of any project and is not able to provide or configure these services for Customer. It is recommended that, in addition to having these configured in advance, that Customer have the appropriate internal or external resource/admin available to troubleshoot these services/accounts should issues arise during the course of the project execution.

PROJECT ASSUMPTIONS

1. Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.
2. The labor described within this scope of work is considered non-union labor. Union, night-time, weekend, and holidays rates are available and based on geographic location and will incur additional costs that will be billed accordingly.
3. All labor to commence within standard day-time hours during the standard 5 business days of the week, Monday – Friday, 8:00am to 5:00pm local time, exclusive of holidays and weekends.
4. Due to global semiconductor chip shortages, Provider is experiencing longer than normal lead times on equipment. As a result, Provider cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Provider is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Customer apprised of anticipated delivery timelines and delays. Should Customer elect to purchase equipment immediately upon placement of order to mitigate delays, Provider will immediately bill Customer upon placement of such order and Customer shall pay for such equipment within the payment terms specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Provider will store such equipment in its

warehouse until delivery to Customer. Warranty on such equipment shall commence upon delivery of the equipment to Provider's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Permits, licensing, or any other fees required by the local Township, State, or Federal offices.
2. Repair, troubleshooting, replacement of existing equipment.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

Upon signed SOW and project kickoff, please note that labor begins prior to going to site. If a project is cancelled, Customer will be responsible for labor expended up to cancellation.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$39,141.86.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Project Kickoff Call	30%	\$11,742.56
Completion of Work	70%	\$27,399.30
Totals	100%	\$39,141.86

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

CITY OF ASHLAND

By: _____

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

20 E MAIN ST, CITY HALL

Vernon Hills, IL 60061

ASHLAND, OR 97520-1850

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
City of Ashland	1175 M St, Ashland, OR 97520



BUYERS GUIDE



FOR

IT Hardware Value Added Reseller (IT HVAR) – Price Agreement 5603

Version 1.3 dated 09/04/18



WHAT IS COVERED UNDER THIS PRICE AGREEMENT?

categories		definition
PRIMARY CATEGORIES	1	COMPUTING Device or system whose primary purpose is computing.
	2	NETWORKING Device or system whose primary purpose is networking.
	3	STORAGE Device or system whose primary purpose is storage.
	4	CONVERGED INFRASTRUCTURE Device or system whose primary purpose is a combination of two or more of the primary categories.
SECONDARY CATEGORIES	5	PERIPHERALS Any product that can be attached to, added within, or networked with one of the four primary categories of products.
	6	CONSUMABLES Products that are used up in the normal course of using one of the primary or secondary categories of products.
	7	SERVICES Installation, configuration, and training of hardware devices and/or systems, both new and ongoing maintenance and support.
	8	SOFTWARE Software necessary for a primary category device or system to operate.

Products and services fitting into the following categories:

PRIMARY CONTACTS

CDW.G
Account Manager
Adam Ryan
(866) 682-0927
adamrya@cdw.com

CDW.G
Finance & Leasing Specialist
Jim Heidenfelder
(866) 730-4911
jimhei@cdw.com

DASPS
Price Agreement Administrator
Debbie Davis
(503) 378-5345
debbie.m.davis@oregon.gov

PRICING METHODOLOGY

Pricing is calculated as the ITHVAR's cost plus the following markup:

C#	product category	markup
1.1	Notebook / Mobile Devices	1.75%
1.2	Desktop Computers	2.00%
1.3	Servers & Server Management	3.25%
2.1	Netcomm Products	7.00%
2.2	Telephony	5.00%
3.1	Data Storage / Drives	3.00%
3.2	Enterprise Storage	3.00%
4	Converged Infrastructure *	
5.1	Accessories	7.75%
5.2	Cables	7.75%

C#	product category	markup
5.3	Carts and Office Equipment	7.75%
5.4	Memory / System Components	3.00%
5.5	Point of Sale/Data Capture	7.75%
5.6	*Power, Cooling, & Racks	7.75%
5.7	Printing & Document Scanning	5.00%
5.8	Video Projection & Pro Audio	2.25%
6	Consumables *	
7.1	CDW Delivered Services / Parts	4.00%
7.2	Services (Partner Delivered)	7.75%
8	Software	7.75%

*Converged Infrastructure and Consumables fall within other product categories and will be priced accordingly.

Please reference Exhibit A-3 for current pricing and deeper discounts within certain categories.

MANUFACTURER SELECTION PROCESS (BEST VALUE ANALYSIS)

OVER \$10,000: Authorized Purchasers not subject to DAS procurement authority may select the manufacturer using their own manufacturer selection method.

Authorized Purchasers subject to DAS procurement authority shall select the manufacturer using one of the following manufacturer selection methods:

- **Brand Name Justification:** A documented brand name justification in compliance with applicable statute and rule.
- **Best Value Analysis:** Submit the minimum specifications of the Authorized Purchaser's need to the IT HVAR requesting a quote of the available options. Determine best value based on, but not limited to the following:
 - Price
 - Availability
 - Past performance
 - Compatibility

UNDER \$10,000: Authorized Purchaser may select the manufacturer of its choice in compliance with applicable statute and rule.

ORDERING & FINANCING OPTIONS / PAYMENT TERMS

The following are options for ordering methods, financing methods (buy vs. lease) and terms.

ordering options	financing options	discount option
Electronic (web, email, etc.)	Purchase (credit card / invoice)	Invoices paid within 10 days of receipt may deduct 0.1% from the invoice total (0.1% 10 N30 terms)
Purchase Order	Leasing or Financing	

MANDATORY PURCHASE ORDER LANGUAGE

This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon RFP DASPS-2143-15 and Price Agreement 5603. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

DOJ REVIEW (APPLICABLE TO STATE AGENCIES)

Purchase orders issued in conformance with the provisions of this Price Agreement #5603, are exempt from further legal sufficiency review and approval pursuant to OAR 137-045-050(15). However, state agencies may request legal review or call DOJ with questions at any time.

Special Note: Hardware/software licenses, and maintenance/support agreements have *not* had DOJ review and approval. By accepting the terms of a "license" for software, hardware or operating system software/firmware for hardware and their maintenance/support agreements, agencies are taking an unknown risk. A majority of licenses have terms and conditions that go against Oregon laws and Constitutional requirements. Regardless of the dollar amount DAS PS recommends that agencies conduct a review and risk analysis of all licenses and other agreements before executing a purchase order and to submit the license or agreement to DOJ for review and approval.

HELPFUL LINKS

- [IT HVAR Site \(cdwg.com/orhvar\)](http://cdwg.com/orhvar)
- [Exhibit A](#)
- [IT Procurement website](#)
- [Vendor Feedback Form](#)

RESTRICTIONS

Restrictions for this Price Agreement are based on the Policies and authority to which Authorized Purchaser is subject.

ALL AUTHORIZED PURCHASERS must follow all:

- Statutes to which each is subject
- Policies to which each is subject
- Rules to which each is subject
- All Price Agreement instructions

AUTHORIZED PURCHASERS SUBJECT TO DAS PROCUREMENT AUTHORITY may not purchase the following categories of products under this Price Agreement and are instructed to use the statewide price agreement dedicated to those product categories (see Exhibit A-5 for details):

- Multifunction Devices (MFDs)
- Office Supplies
- Networking (Data Communication)

- Software (other than what is allowed in category 8)

AUTHORIZED PURCHASERS SUBJECT TO STATEWIDE ENTERPRISE INFORMATION TECHNOLOGY POLICIES may not purchase the following categories of products without receiving prior required approvals:

- Servers
- Enterprise Storage

PRICE AGREEMENT: 5603 – IT HVAR AMENDMENT #7

SECTION 1: PURPOSE

The purpose of this Amendment between the State of Oregon, acting by and through its Department of Administrative Services Procurement Services (“DASPS”) and CDW Government LLC, an Illinois Limited Liability Company (“IT HVAR”), is to amend Price Agreement (PA) #5603 as identified as follows:

1.1 MODIFICATION OF SECTION 1.4.1: To extend the price agreement term end date for one year.

SECTION 2: MODIFICATIONS

New language is indicated by **bold underlined** font, deleted language is indicated by ~~strikethrough~~ font.

2.1 MODIFICATION OF SECTION 1.4.1

SECTION 1.4.1 TERM OF AGREEMENT is modified as follows: The initial term of this Agreement begins on the date this Agreement has been signed by DASPS and IT HVAR and all required approvals have been obtained (the “Effective Date”) and ends on ~~December 30, 2022~~ **December 30, 2023** unless sooner terminated or extended as provided in this agreement. DASPS has the option to extend this Agreement. The initial term and all extension terms are collectively referred to as the “Term” of this Agreement.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. IT HVAR certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Price Agreement.

CONTRACTOR:

By: *Dario Bertocchi*
Title: Director, Program Sales

Date: Sep 16, 2022

STATE OF OREGON acting by and through its Department of Administrative Services Procurement Services

By: *Debbie Davis*
Title: IT Procurement Strategist

Date: 9/22/2022

**APPROVED PURSUANT TO ORS 291.047
(Not required if exempt under OAR 137-045-0050)**

By: N/A



STATE OF OREGON

Purchase Order No.

Page

Agency

PO Date

Delivery Date

Bid Number

Requisition No.

Contractor Name and Address

Bill To

Contractor FEIN

BPO/Contract Number

Agency Contact/Phone

Ship To

FOB

Terms

Item	Description	Quantity	U/M	Unit Price	Extended Amt.

Special Terms and Conditions:

Sub Total

Freight

Total

This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon RFP DASPS-2143-15 and Price Agreement 5603. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Authorized Agent/Approved Date

Total

STATE OF OREGON



PRICE AGREEMENT: 5603

for

IT HVAR

(HARDWARE VALUE ADDED RESELLER)

with

**CDW GOVERNMENT LLC, AN ILLINOIS LIMITED LIABILITY
COMPANY**



TABLE OF CONTENTS

SECTION 1: AGREEMENT.....3

- 1.1 PARTIES.....3
- 1.2 KEY PERSONS3
- 1.3 AUTHORIZED PURCHASERS.....3
- 1.4 TERM OF AGREEMENT.....3
- 1.5 DEFINITIONS.....4

SECTION 2: GOODS, SERVICES, AND PRICING METHODOLOGY.....4

- 2.1 GOODS AND SERVICES4
- 2.2 PRICING METHODOLOGY4

SECTION 3: PROCESS.....5

- 3.1 MANUFACTURER SELECTION PROCESS5
- 3.2 ORDERING INSTRUMENTS.....5
- 3.3 ACCEPTANCE OF ORDERING INSTRUMENT:.....6
- 3.4 CANCELLATION; INSPECTION AND ACCEPTANCE.....6
- 3.5 FINANCING METHODS.....7
- 3.6 INVOICES7
- 3.7 PAYMENT8

SECTION 4: MANAGEMENT8

- 4.1 PRICE AGREEMENT8
- 4.2 PROGRAM9
- 4.3 OREGON ECONOMIC SUPPORT10

SECTION 5: TERMS AND CONDITIONS..... 11

- 5.1 TERMS AND CONDITIONS APPLICABLE TO THE AGREEMENT11
- 5.2 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS.....17

SECTION 6: EXHIBITS..... 29

SECTION 7: SIGNATURES..... 29

SECTION 1: AGREEMENT

This Price Agreement (“Agreement”) is between the State of Oregon, acting by and through its Department of Administrative Services Procurement Services (“DASPS”) and CDW Government LLC, an Illinois Limited Liability Company (“IT HVAR”).

1.1 PARTIES

The only parties to this Agreement are DASPS and IT HVAR.

1.2 KEY PERSONS

1.2.1 DASPS

Contract Administrator

Toby Giddings

1225 Ferry Street SE

Salem OR 97301

(503) 378-5345

toby.giddings@oregon.gov

1.2.2 IT HVAR

Contract Manager

Rick Martinez

26125 Riverwoods Blvd

Mettawa, IL 60045

(847) 371-7182

richmar@cdw.com

Account Manager

Adam Ryan

120 S. Riverside Plaza

Chicago, IL 60606

(866) 682-0927

adamrya@cdw.com

Finance & Leasing Specialist

Jim Heidenfelder

120 S. Riverside Plaza

Chicago, IL 60606

(866) 730-4911

jimhei@cdw.com

1.3 AUTHORIZED PURCHASERS

1.3.1 As used in this Agreement, (“Authorized Purchaser”) means those entities authorized to purchase under a Department Price Agreement. Authorized Purchasers include state agencies, ORCPP members, and other units of local government.

1.4 TERM OF AGREEMENT

1.4.1 The initial term of this Agreement begins on the date this Agreement has been signed by DASPS and IT HVAR and all required approvals have been obtained (the “Effective Date”) and ends on September 30, 2017 unless sooner terminated or extended as provided in this Agreement. DASPS has the option to extend this Agreement. The initial term and all extension terms are collectively referred to as the “Term” of this Agreement.

1.4.2 After this Agreement is terminated, IT HVAR shall not accept new ordering instruments.

- 1.4.3 Contracts may extend beyond the termination of the Agreement, but not be renewed or amended after the termination of the Agreement.
- 1.4.4 DASPS may terminate this Agreement upon 30 calendar days' prior written notice to IT HVAR for any or no reason.

1.5 DEFINITIONS

Capitalized terms not specifically defined in this Agreement are defined in OAR 125-246-0110.

ORCPP: The Oregon Cooperative Purchasing Program is a program of qualified agencies and organizations authorized to purchase the Goods and Services available under a Department Price Agreement.

Related Services: Services may not be acquired as a stand-alone. All service must accompany a purchase of goods. Services must be those that the original equipment manufacturer would provide or perform for any purchaser.

End User: Individuals who work on behalf of Authorized Purchaser.

SECTION 2: GOODS, SERVICES, AND PRICING METHODOLOGY

2.1 GOODS AND SERVICES

IT HVAR shall provide goods and Related Services ("Goods") as outlined in Exhibit A:

- Exhibit A-1 Categories
- Exhibit A-2 Manufacturers
- Exhibit A-3 Pricing Methodology
- Exhibit A-4 Contract Management Services
- Exhibit A-5 Restrictions

2.2 PRICING METHODOLOGY

- 2.2.1 Except as provided in this section, during the Term of this Agreement, IT HVAR shall offer Goods to Authorized Purchasers at prices that follow the methodology listed in Exhibit A-3.
- 2.2.2 IT HVAR and Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between IT HVAR and Authorized Purchaser.
- 2.2.3 Either party to this Agreement may request a modification to the pricing methodology, in whole or in part.

SECTION 3: PROCESS

Authorized Purchasers may buy or lease Goods by issuing ordering instruments that create and become part of separate contracts (“Contracts”). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and IT HVAR. DASPS is an intended beneficiary of each Contract created by an ordering instrument.

3.1 MANUFACTURER SELECTION PROCESS

3.1.1 LARGE PURCHASES: Purchases or leases over \$10,000

Authorized Purchasers not subject to DAS procurement authority may select the manufacturer using their own manufacturer selection method.

Authorized Purchasers subject to DAS procurement authority shall select the manufacturer using one of the following manufacturer selection methods:

3.1.1.1 Brand Name Justification

A documented brand name justification in compliance with applicable statute and rule.

3.1.1.2 Best Value Analysis

Submit the minimum specifications of the Authorized Purchaser’s need to the IT HVAR requesting a quote of the available options. Determine best value based on, but not limited to the following:

- Price
- Availability
- Past performance
- Compatibility

3.1.2 SMALL PURCHASES: Purchases under \$10,000

Authorized Purchaser may select the manufacturer of its choice in compliance with applicable statute and rule.

3.2 ORDERING INSTRUMENTS

Authorized Purchasers may order Goods during the Term of this Agreement using one of the ordering instruments described in this section. Unless expressly authorized by DASPS in writing, IT HVAR shall not accept a different type of ordering instrument from an Authorized Purchaser.

3.2.1 ELECTRONIC ORDERING: Purchases may be placed electronically through the following methods:

- IT HVAR website

- Email Notification
- Telephone
- Electronic Data Interchange (EDI)
- CDW iOS App
- e-Procurement Application
- Purchase Order Fax
- Purchase Order via Standard Postal Service

3.2.2 PURCHASE ORDER: Authorized Purchasers may use a purchase order to order Goods.

Authorized Purchasers subject to DAS procurement authority must use the DASPS-approved purchase order form attached as Exhibit B.

Authorized Purchasers not subject to DAS procurement authority may use their own purchase order forms as ordering instruments.

To be effective, the purchase order must specify all of the following:

- Language stating that the purchase order is submitted under this Agreement (and include the Agreement number)
- The specific Goods and quantity of each item ordered
- The net price
- The requested delivery schedule
- The delivery location(s)
- The invoicing address
- The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number

3.3 ACCEPTANCE OF ORDERING INSTRUMENT:

IT HVAR will respond to an ordering instrument within 5 business days after it is received. IT HVAR may reject an ordering instrument:

- using the same means as were used to deliver the ordering instrument, or
- by e-mail or facsimile if that information is evident on the ordering instrument.

IT HVAR shall specify the reason(s) for rejection.

3.4 CANCELLATION; INSPECTION AND ACCEPTANCE

Unless otherwise provided in a Contract, the Authorized Purchaser may cancel an order in whole or in part before Goods are delivered. The Authorized Purchaser has 10 calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide IT HVAR with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to:

- discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or
- otherwise nonconforming Goods (including late delivery).

If cure is allowed, notice of rejection must also specify when cure will be allowed. All returns are subject to IT HVAR's then current Return Policy, which, can be found at:

http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf.

- 3.4.1** The Authorized Purchaser may elect to have IT HVAR deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, IT HVAR shall deliver substitute conforming Goods within 10 calendar days of receipt of notice of rejection if Goods are available in stock with IT HVAR, or 30 calendar days if Goods are not in stock or a special order.
- 3.4.2** If the Goods are rejected or acceptance is revoked, IT HVAR shall refund any Contract payments that have been made with regard to the rejected Goods, and shall, at IT HVAR's sole cost and expense, remove the Goods within 7 calendar days of receiving notice of rejection or revocation of acceptance.
- 3.4.3** Nothing contained in this section precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

3.5 FINANCING METHODS

3.5.1 PURCHASING

Authorized Purchasers may pay for purchases using any of the following methods:

- Credit Card
- Invoice

3.5.2 LEASING OR FINANCING

Authorized Purchasers may enter into lease agreement(s) to acquire Goods through this Agreement. Leasing agreements may be negotiated and managed between:

- Authorized Purchaser and
- IT HVAR Finance and Leasing Specialist and
- Leasing Company

3.6 INVOICES

IT HVAR shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. IT HVAR shall include all of the following in its invoice:

- Price Agreement number.

- Ordering instrument number.
- Goods ordered.
- Date delivered.
- Volume or quantity of Goods delivered.
- The price per item of Goods.
- The total amount invoiced.
- The address to which payment is to be sent.

3.7 PAYMENT

- 3.7.1 DISCOUNT TERMS:** Payment made on any invoice within 10 calendar days of issue may be short-paid by 0.1% if the purchase was made via Purchase Order.
- 3.7.2 RESPONSIBILITY:** IT HVAR shall look solely to Authorized Purchaser for payment of all amounts that may be due under a Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER A CONTRACT.** Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 30 calendar days after the date of the invoice.
- 3.7.3 PAYMENT ADDRESS:** Payments must be sent to the address specified in the IT HVAR's invoice.
- 3.7.4 OVERDUE CHARGES:** At IT HVAR's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 3.7.5** All payments are subject to ORS 293.462.

SECTION 4: MANAGEMENT

4.1 PRICE AGREEMENT

- 4.1.1 REPORTING:** IT HVAR shall remit to DASPS a Vendor Collected Administrative Fee (VCAF) and Volume Sales Reports (VSR) as described in Exhibit C.
- 4.1.2 INSURANCE:** IT HVAR shall obtain insurance specified in Exhibit D and shall maintain the insurance until all Contracts under this Agreement are terminated.
- 4.1.3 PERFORMANCE EVALUATIONS:** DASPS may conduct evaluations of IT HVAR's performance during the term of this Agreement. DASPS will compile and maintain completed evaluations, which will become a written record of IT HVAR's performance. DASPS may also maintain as part of that written record information obtained from IT HVAR during an exit interview following Agreement termination. DASPS may provide copies of any documents in the written record to the IT HVAR and third parties upon request. DASPS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and

decisions to award contracts.

4.2 PROGRAM

4.2.1 IMPLEMENTATION

4.2.1.1 Website (State Level)

IT HVAR shall enable the Oregon IT HVAR website within 15 business days of the Effective Date of the Agreement. The site must be configured as mutually agreed between Contract Manager and DASPS Contract Administrator regarding:

- Users
- Permissions
- Restrictions

4.2.2 MAINTENANCE/IMPROVEMENT

4.2.2.1 REGULAR MEETINGS

4.2.2.1.1 **Quarterly Business Reviews:** IT HVAR Contract Manager and DASPS Contract Administrator shall meet no less than once per calendar quarter for business reviews. The reviews will include, but will not be limited to:

- Manufacturers offered
- Total contract spend by manufacturer
- Agreement and Contract Highlights – documentation of any pressing issues identified from quarter to quarter
- Service Level Requirements
- Delivery – average days to ship
- Returns – total count of returns
- Data interpretation for any reports state customers run for themselves

4.2.2.1.2 **Bi-annual Contract Improvement Meetings:** IT HVAR Contract Manager and DASPS Contract Administrator shall meet no less than twice per calendar year for contract improvement meetings. The meetings will include, but will not be limited to:

- Agreement and Contract processes
- Incidences of note
- Feedback from Contract Administrator

4.2.2.2 WEBSITE AND TRAINING

4.2.2.2.1 **Website (Authorized Purchaser Level):** IT HVAR shall enable an entity under the Oregon IT HVAR website within 5 business days of a written request to the Account Manager. The entity enablement must be configured as mutually

agreed between Account Manager and the entity representative regarding:

- Users
- Permissions
- Restrictions

4.2.2.2.2 **Education/Training:** IT HVAR to provide education/training to End Users regarding:

- Website
- Reporting
- Ordering
- Invoicing

4.2.3 PROMOTION

4.2.3.1 Oregon IT HVAR Promotion and Product Expo

IT HVAR shall coordinate and host an IT HVAR promotion event once per calendar year. The event will be located in Salem unless an alternative location is approved by DASPS Contract Administrator. The event must include but will not be limited to:

- A number of manufacturers mutually agreed upon between IT HVAR and DASPS Contract Administrator.
- Manufacturer representatives and products to promote products currently available through the IT HVAR agreement and showcase upcoming products and technology.
- Marketing and promotion of the event.

4.2.3.2 Key Events

IT HVAR shall promote the Agreement at key events throughout Oregon such as the Association for Computer Professionals in Education (ACPE), Oregon Digital Government Summit, and the Oregon Public Purchasing Association (OPPA), among others.

4.3 OREGON ECONOMIC SUPPORT

IT HVAR shall conduct various activities to stimulate Oregon's economy, including but not limited to:

- 4.3.1 Continually seeking to establish partnerships with local Oregon businesses through IT HVAR's partner-onboarding process.
- 4.3.2 Attending key events around the State to network with local businesses and bring business opportunities to their attention.
- 4.3.3 Highlighting local products and services on the IT HVAR website.

- 4.3.4 Working with the Certification Office of Business Inclusion and Diversity (COBID), (known as the Office of Minorities, Women, and Emerging Small Business (OMWESB) through December 31, 2015) to promote the opportunity to partner with the IT HVAR.

SECTION 5: TERMS AND CONDITIONS

5.1 TERMS AND CONDITIONS APPLICABLE TO THE AGREEMENT

5.1.1 **AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE:** The Agreement consists of the Agreement and the attached Exhibits. In the event of a conflict, the order of precedence is as follows

- Price Agreement, less its exhibits
- Attached Exhibits
 - Exhibit A-1: Categories
 - Exhibit A-2: Manufacturers
 - Exhibit A-5: Restrictions
 - Exhibit A-3: Pricing Methodology
 - Exhibit A-4: Contract Management Services
 - Exhibit D: Insurance
 - Exhibit C: Volume Sales Reports and Vendor Collected Administrative Fees
 - Exhibit B: PO Form
- Any Contract

5.1.2 **CHOICE OF LAW:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

5.1.3 **DESIGNATION OF FORUM AND CONSENT TO JURISDICTION:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County, provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. IT HVAR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

5.1.4 **ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** IT HVAR shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of DASPS, except IT HVAR may

assign to its affiliates or to any successor corporation in the event of a merger or acquisition without DASPS' prior approval, provided, however, that IT HVAR shall send DASPS written notice of any such assignment. Further, no such written approval shall relieve IT HVAR of any obligations under this Agreement, and any assignee, transferee, or delegate shall be considered the agent of IT HVAR. The provisions of this Agreement are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

- 5.1.5 FORCE MAJEURE:** Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DASPS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, IT HVAR's obligations are suspended to the extent of and for the duration of such causes. However, IT HVAR shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of IT HVAR's obligations with all reasonable diligence. If necessary, the period for performance under this Agreement will be extended to enable IT HVAR, once such causes have been removed, to fulfill its obligations hereunder.

- 5.1.6 NOTICES:** Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given under this Agreement, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the contacts listed in Section 1.2. Any communication or notice via the United States Postal Service is deemed given 5 calendar days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

- 5.1.7 MERGER CLAUSE; AMENDMENT; WAIVER:** This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement on the subject matter. No amendment of this Agreement is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of DASPS or an Authorized Purchaser to enforce any provision of this Agreement is not a waiver by DASPS or the Authorized Purchaser of that or any other provision.

- 5.1.8 ACCESS TO RECORDS:** IT HVAR shall retain, maintain, and keep accessible all records relevant to this Agreement (the "Records") for a minimum of 3 years, or such longer

period as may be required by applicable law following expiration or termination of the Agreement or any Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement or any Contract, whichever date is later. Financial Records will be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, IT HVAR shall permit DASPS and its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

5.1.9 TIME IS OF THE ESSENCE: Time is of the essence for performance of IT HVAR's performance obligations under this Price Agreement.

5.1.10 INDEMNIFICATION: IT HVAR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY DASPS, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST DASPS, THE STATE, OR THEIR OFFICERS, EMPLOYEES OR AGENTS, AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF IT HVAR, ITS EMPLOYEES, OR AGENTS, RELATED TO THIS AGREEMENT, (II) ANY ACT OR OMISSION BY IT HVAR THAT CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. DASPS OR STATE SHALL PROMPTLY NOTIFY IT HVAR IN WRITING OF ANY CLAIM OF WHICH DASPS OR STATE BECOMES AWARE. IT HVAR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF DASPS, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF GOODS WITHOUT IT HVAR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. IT HVAR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN

ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

Data and Network Services. Except to the extent that a claim or loss results from the negligent, reckless or intentional acts or omissions of Authorized Purchaser, IT HVAR shall assume liability for all claims or losses related to data loss or breach of security caused directly or indirectly by or resulting from the Goods or Services provided by IT HVAR.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL IT HVAR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF IT HVAR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY IT HVAR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF IT HVAR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) 1.5 TIMES THE DOLLAR AMOUNT PAID BY THE STATE, DASPS OR AUTHORIZED PURCHASER FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00.

5.1.11 BREACH

5.1.11.1 By IT HVAR: IT HVAR breaches this Agreement if:

- IT HVAR institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- IT HVAR no longer holds a license or certificate that is required for IT HVAR to perform IT HVAR's obligations under this Agreement; or
- IT HVAR commits any breach of any covenant, warranty, obligation or certification under this Agreement, provided however that IT HVAR may cure the breach within 30 calendar days after delivery of the notice or within such other period specified in DASPS' notice of default.

5.1.11.2 By DASPS: DASPS breaches this Agreement if DASPS commits any breach of any covenant, warranty, or obligation under this Agreement and such breach is not cured within 10 business days after delivery of IT HVAR's notice of breach or such longer period as IT HVAR may specify in such notice.

5.1.12 REMEDIES

5.1.12.1 DASPS' Remedies: If IT HVAR is in breach under Section 5.1.11, in addition to the remedies afforded elsewhere in this Agreement, DASPS may recover any and all

direct damages suffered as the result of IT HVAR's breach. DASPS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- Restriction of sales under the Agreement
- Suspension of sales under the Agreement
- Termination of the Agreement as provided in Section 5.1.13;
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.1.12.2 IT HVAR's Remedies: If DASPS is in breach under Section 5.1.11, IT HVAR's sole remedy is termination of this Agreement.

5.1.13 TERMINATION

5.1.13.1 By Mutual Consent: This Agreement may be terminated at any time by mutual written consent of DASPS and IT HVAR.

5.1.13.2 Rights of DASPS. DASPS may, at its sole discretion, terminate this Contract for convenience with 30 calendar days' prior written notice. DASPS may terminate this Agreement immediately upon notice to IT HVAR, or at such later date as DASPS may establish in such notice if IT HVAR is in breach of this Contract under Section 5.1.11. Upon receipt of written notice of termination, IT HVAR shall stop performance under this Agreement or any Contract if and as directed by Authorized Purchaser.

5.1.13.3 Rights of The IT HVAR: IT HVAR may terminate this Agreement with a minimum 10 calendar days' prior written notice to DASPS, if DASPS is in breach of this Agreement as described in Section 5.1.11.

5.1.14 SURVIVAL: The following provisions survive termination or expiration of this Agreement: Sections 5.1.2, 5.1.3, 5.1.8, 5.1.10, 5.1.12, 5.1.15, Exhibit C.

5.1.15 SEVERABILITY: If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

5.1.16 INTENDED BENEFICIARIES: DASPS and IT HVAR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 5.1.17 PAYMENTS; LIENS; RECYCLING:** DASPS's performance under this Agreement is conditioned upon IT HVAR's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. IT HVAR shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 5.1.18 FOREIGN CONTRACTOR:** If the IT HVAR is not domiciled in or registered to do business in the State of Oregon, IT HVAR shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to the Agreement. IT HVAR shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon before entering into this Agreement.
- 5.1.19 CERTIFICATION OF COMPLIANCE WITH TAX LAWS:** By signature on this Agreement for IT HVAR, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of IT HVAR and that IT HVAR is, to the best of the undersigned's knowledge, IT HVAR is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) IT HVAR has not been notified by the IRS that IT HVAR is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified IT HVAR that IT HVAR is no longer subject to backup withholding.

For a period of no fewer than six calendar years preceding the Effective Date of this Price Agreement, IT HVAR faithfully has complied with:

- 5.1.19.1** All tax laws of this state; For the purposes of this Section 15.1.19, "tax laws" includes:
- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - Any tax provisions imposed by a political subdivision of this state that applied to IT HVAR, to IT HVAR's property, operations, receipts, or income, or to IT HVAR's performance of or compensation for any work performed by IT HVAR;
 - Any tax provisions imposed by a political subdivision of this state that applied to IT HVAR, or to goods, services, or property, whether tangible or intangible, provided by IT HVAR; and
 - Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 5.1.19.2** Any tax provisions imposed by a political subdivision of this state that applied to IT HVAR, to IT HVAR's property, operations, receipts, or income, or to IT HVAR's performance of or compensation for any work performed by IT HVAR; (iii) Any tax provisions imposed by a political subdivision of this state that applied to IT HVAT, or to goods, services, or property, whether tangible or intangible, provided by IT HVAR;

and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Further, IT HVAR shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

Any violation of this subsection 5.1.19 constitutes a material breach of this Agreement. Further, any violation of IT HVAR's warranty set forth in subsection 5.1.19 also shall constitute a material breach of this Agreement. Any violation shall entitle DASPS or Authorized Purchaser to terminate this Agreement or any Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement or Contract, and to pursue any or all of the remedies available under this Agreement or Contract at law, or in equity, including but not limited to:

- Termination of this Agreement or Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to IT HVAR, in an amount equal to State's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DASPS or Authorized Purchaser may recover any and all damages suffered as the result of IT HVAR's breach of this Agreement or Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Goods and applications.

These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5.1.20 COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

5.2 TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

5.2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: The Contract consists of the ordering instrument and the provisions in Section 5.2 and any additional attached terms and conditions. In the event of a conflict, the order of precedence is as follows

- Agreement
- Agreement Exhibits (order TBD)
 - Exhibit A-4: Contract Management Services
 - Exhibit A-5: Restrictions
 - Exhibit A-1: Categories
 - Exhibit A-2: Manufacturers
 - Exhibit A-3: Pricing Methodology

- Exhibit D: Insurance
- Exhibit C: Volume Sales Reports and Vendor Collected Administrative Fees
- Exhibit B: PO Form
- Section 5.2 terms and conditions
- Ordering Instrument
- Additional attached terms and conditions

5.2.2 CHOICE OF LAW: The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to a Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

5.2.3 DESIGNATION OF FORUM AND CONSENT TO JURISDICTION

5.2.3.1 State Contract Venue; Consent To Jurisdiction: Any claim, action, suit or proceeding (collectively, “Claim”) between an Authorized Purchaser that is an agency of the State of Oregon and IT HVAR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. IT HVAR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State’s or Authorized Purchaser’s sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

5.2.3.2 ORCPP Contract Venue; Consent To Jurisdiction: Any Claims between IT HVAR and an ORCPP Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP Authorized Purchaser’s option, within such other county as the ORCPP Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. IT HVAR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of ORCPP Authorized Purchaser’s sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

5.2.4 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS: IT HVAR shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under a Contract, in whole or in part, without the prior written approval of the Authorized Purchaser, except IT HVAR may assign to its affiliates or to any successor corporation in the event of a merger or acquisition without Authorized Purchaser's prior approval, provided, however, that IT HVAR shall send Authorized Purchaser written notice of any such assignment. Further, no such written approval shall relieve IT HVAR of any obligations under a Contract, and any assignee, transferee, or delegate shall be considered the agent of IT HVAR. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

5.2.5 FORCE MAJEURE: Neither Authorized Purchaser nor IT HVAR is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. Authorized Purchaser may terminate a Contract upon written notice after determining such delay or default will reasonably prevent successful performance of a Contract.

In the event of any such delay, IT HVAR's obligations are suspended to the extent of and for the duration of such causes. However, IT HVAR shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of IT HVAR's obligations with all reasonable diligence. If necessary, the period for performance under a Contract will be extended to enable IT HVAR, once such causes have been removed, to fulfill its obligations hereunder.

5.2.6 NOTICES: Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given under a Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the Authorized Purchaser's authorized representative stated in the ordering instrument or to the IT HVAR's authorized representative listed in Section 1.2.2. Any communication or notice via the United States Postal Service is deemed given 5 calendar days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

5.2.7 MERGER CLAUSE; AMENDMENT; WAIVER: A Contract constitutes the entire agreement between IT HVAR and Authorized Purchaser on the subject matter of the Contract. There are no understandings, agreements, or representations, oral or written, not specified in the Contract on the subject matter. No amendment of a Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of a Contract is not a waiver by Authorized Purchaser of that or any other provision.

- 5.2.8 ACCESS TO RECORDS:** IT HVAR shall retain, maintain, and keep accessible all records relevant to the a Contract (the "Records") for a minimum of 3 years, or such longer period as may be required by applicable law following expiration or termination of a Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to a Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, IT HVAR shall permit DASPS, Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 5.2.9 TIME IS OF THE ESSENCE:** Time is of the essence for performance of IT HVAR's performance obligations under a Contract.
- 5.2.10 INDEMNIFICATION:** IT HVAR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICERS, EMPLOYEES OR AGENTS, AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF IT HVAR, ITS EMPLOYEES, OR AGENTS, RELATED TO A CONTRACT, (II) ANY ACT OR OMISSION BY IT HVAR THAT CONSTITUTES A MATERIAL BREACH OF A CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AUTHORIZED PURCHASER OR STATE SHALL PROMPTLY NOTIFY IT HVAR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. IT HVAR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF GOODS WITHOUT IT HVAR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. IT HVAR'S OBLIGATION TO PAY

FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL IT HVAR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF IT HVAR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY IT HVAR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF IT HVAR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) 1.5 TIMES THE DOLLAR AMOUNT PAID BY THE STATE, DASPS OR AUTHORIZED PURCHASER FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00.

5.2.11 BREACH

5.2.11.1 By IT HVAR: IT HVAR breaches a Contract if:

- IT HVAR institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- IT HVAR no longer holds a license or certificate that is required for IT HVAR to perform IT HVAR's obligations under a Contract; or
- IT HVAR commits any breach of any covenant, warranty, obligation or certification under a Contract, provided however that IT HVAR may cure the breach within 30 calendar days after delivery of notice or within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by IT HVAR.

5.2.11.2 By Authorized Purchaser: Authorized Purchaser breaches a Contract if:

- Authorized Purchaser fails to pay IT HVAR any amount pursuant to the terms of a Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of IT HVAR's notice or such longer period as IT HVAR may specify in such notice; or
- Authorized Purchaser commits any breach of any covenant, warranty, or obligation under a Contract and such breach is not cured within ten (10) business days after delivery of IT HVAR's notice of breach or such longer period as IT HVAR may specify in such notice.

5.2.12 REMEDIES

5.2.12.1 Authorized Purchaser's Remedies: If IT HVAR is in breach under Section 5.2.11, in addition to the remedies afforded elsewhere in a Contract, the Authorized Purchaser may recover any and all direct damages suffered as the result of IT HVAR's breach. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under a Contract and at law or in equity, including, but not limited to:

- Termination of a Contract as provided in Section 5.2.13;
- Withholding all monies due for invoiced Goods that IT HVAR is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.
- These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2.12.2 IT HVAR's Remedies: If Authorized Purchaser terminates a Contract, or if Authorized Purchaser is in breach under Section 5.2.11 and whether or not IT HVAR elects to exercise its right to terminate a Contract under Section 5.2.13, IT HVAR's sole remedy is:

- a claim against Authorized Purchaser for the unpaid purchase price for Goods delivered,
- with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed,
- with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed, and
- any claim(s) allowed by applicable law.

If previous amounts paid to IT HVAR exceed the amount due to IT HVAR under this section, IT HVAR shall pay any excess to Authorized Purchaser upon written demand.

5.2.13 TERMINATION

5.2.13.1 By Mutual Consent: A Contract may be terminated at any time by mutual written consent of Authorized Purchaser and IT HVAR.

5.2.13.2 Rights of Authorized Purchaser. Authorized Purchaser may, at its sole discretion, terminate a Contract for convenience with 30 calendar days' prior written notice. Authorized Purchaser may terminate a Contract immediately upon notice to IT HVAR, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under a Contract;
- federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by Authorized Purchasers under the Price Agreement is prohibited, or Authorized Purchasers are prohibited from paying for such Goods from the planned funding sources; or
- IT HVAR is in breach of a Contract under Section 5.2.11. Upon receipt of written notice of termination, IT HVAR shall stop performance under a Contract if and as directed by Authorized Purchaser.

5.2.13.3 Rights of The IT HVAR: IT HVAR may terminate a Contract with a minimum 10 calendar days' prior written notice to Authorized Purchaser, if Authorized Purchaser is in breach of a Contract as described in Section 5.2.11.

5.2.14 SURVIVAL: The following provisions survive termination or expiration of a Contract: Sections 5.2.2, 5.2.3, 5.2.8, 5.2.10, 5.2.12, 5.2.15, 5.2.22, 5.2.23.1, 5.2.23.4.

5.2.15 SEVERABILITY: If any provision of a Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if a Contract did not contain the particular provision held to be invalid.

5.2.16 ASSIGNMENT OF ANTITRUST RIGHTS. IT HVAR irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the IT HVAR now has or which may accrue to the IT HVAR in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the IT HVAR for the purpose of carrying out the IT HVAR's obligations under this Agreement or any Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. IT HVAR shall require any subcontractors hired to perform any of IT HVAR's duties under this Agreement or any Contract to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the IT HVAR in pursuance of this Agreement or any Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

5.2.17 PRICES: IT HVAR represents that all prices for Goods under a Contract follow the pricing methodology stated in Exhibit A-3.

5.2.18 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to

initiate or confirm an order of Goods under a Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

- 5.2.18.1** A Contract created by an ordering instrument consists only of the terms specified by this Agreement. Additional, terms and conditions issued by Authorized Purchaser, may not vary the terms of or conflict with the terms of this Agreement. Conflicting terms and conditions on an ordering instrument are of no effect.
- 5.2.18.2** IT HVAR shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates. IT HVAR may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit A.
- 5.2.18.3** Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and IT HVAR and include the terms set forth in Section 5.2. As used in the Contracts, “Price Agreement” or “Agreement” means this Agreement.
- 5.2.18.4** DASPS is not obligated or liable under an ordering instrument unless DASPS is purchasing Goods as the Authorized Purchaser.
- 5.2.18.5** Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument.
- 5.2.18.6** IT HVAR shall accept ordering instruments only from Authorized Purchasers under this Agreement. IT HVAR may verify that Authorized Purchasers are ORCPP participants at the following address:
<http://www.oregon.gov/das/egs/ps/orcpp/orcppmemberlist.pdf>.
- 5.2.18.7** IT HVAR shall reject an ordering instrument that does not meet the requirements of this Agreement.

5.2.19 REPRESENTATIONS AND WARRANTIES

- 5.2.19.1 Officer Status, Insurance:** IT HVAR represents and warrants that it is not an “officer,” “employee,” or “agent” of DASPS or an Authorized Purchaser, as those terms are used in ORS 30.265. IT HVAR represents and warrants that IT HVAR has obtained and will maintain during the term of a Contract all insurance required by the Agreement.
- 5.2.19.2 Warranty on Materials, Design, Manufacture:** DASPS and Authorized Purchaser acknowledge IT HVAR is not the manufacturer of the Goods and that the warranties offered are those of the manufacturer, not IT HVAR or its affiliates. **IT HVAR shall pass through all manufacturer warranties.** To the extent of its knowledge, IT HVAR represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Authorized Purchaser's remedy with respect to this warranty will be to either (a) allow IT HVAR to use its reasonable commercial efforts to re-perform any Services not in substantial

compliance with this warranty, or (b) refund amounts paid by Authorized Purchaser related to the portion of the Services not in substantial compliance; provided, in each case, Authorized Purchaser notifies IT HVAR in writing within 5 business days after performance of the applicable services. In the case of Services provided by a third party (not an employee, subcontractor or agent of IT HVAR), the third party will be responsible for providing the third party services to Authorized Purchaser, and Authorized Purchaser will look to the third party for any loss, claims or damages arising from or related to the provision of such third party services. With respect to third party services, IT HVAR acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, IT HVAR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE GOODS OR THEIR PERFORMANCE OR NONPERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES (NOT PERFORMED BY IT HVAR OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS).

5.2.19.3 Warranty on Service Standards: IT HVAR warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with standards prevalent in the industry.

5.2.19.4 Software Warranties: IT HVAR hereby grants to Authorized Purchaser the following Software warranties:

Authorized Purchaser will receive a license to use the Software, free from any adverse claims asserted by third parties and the Software licensed to Authorized Purchaser will conform to its published documentation and such complete documentation will be delivered to State with the Software.

5.2.19.5 Warranty of Title: IT HVAR represents and warrants that all Goods are free and clear of any liens or encumbrances, that IT HVAR has full legal title to the Goods or authority to transfer full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to the Authorized Purchaser under a Contract.

5.2.19.6 Warranty on Safety and Health Requirements: IT HVAR represents and warrants that Goods provided under this Agreement comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Department of Consumer and Business Services.

5.2.19.7 Manufacturer Warranties: IT HVAR shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of

delivery at no charge.

5.2.19.8 Warranties Cumulative: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Agreement or in a Contract. All warranties provided in this Agreement or a Contract are cumulative, and are intended to afford DASPS or the Authorized Purchaser the broadest warranty protection available.

5.2.20 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

5.2.20.1 IT HVAR shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement and any Contract issued hereunder as they may be adopted or amended from time to time.

5.2.20.2 Statutory Terms: Authorized Purchaser's performance under a Contract is conditioned upon IT HVAR's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into a Contract by reference. IT HVAR shall, to the maximum extent economically feasible in the performance of a Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

5.2.20.3 Noncompliant Goods: IT HVAR shall not sell noncompliant goods. In the event noncompliant goods are sold, Authorized Purchaser shall have the right to terminate the Contract and obtain a full refund of all amounts paid without incurring any termination fees if IT HVAR fails to correct any defect in the noncompliant goods within 30 days of receipt of written notice from Authorized purchaser that goods are noncompliant.

In the event of a conflict between the specifications in a Contract and applicable federal or State law, the law prevails.

5.2.20.4 Recalled Goods or Components: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by IT HVAR not to be in compliance with the applicable specifications, IT HVAR shall immediately notify DASPS and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- Cancel any portion of the ordering instrument.
- Reject the Goods.
- Revoke its acceptance of the Goods.
- Require IT HVAR to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, IT HVAR shall promptly remove the Goods at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

5.2.21 MATERIAL SAFETY DATA SHEET: IT HVAR shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Price Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, IT HVAR must properly label, tag or mark such Goods. Additionally, IT HVAR shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

5.2.22 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under a Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under a Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under a Contract.

5.2.23 INDEPENDENT CONTRACTOR STATUS, RESPONSIBILITY FOR TAXES AND WITHHOLDING: IT HVAR is an independent contractor. Although the Authorized Purchaser reserves the right

- to determine (and modify) the delivery schedule for the Goods and
- to evaluate the quality of completed performance,

Authorized Purchaser cannot and will not control the means or manner of IT HVAR's performance. IT HVAR is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

IT HVAR is responsible for all federal and state taxes applicable to compensation or payments paid to IT HVAR under this Contract and, unless IT HVAR is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover IT HVAR's federal or state tax obligations. IT HVAR is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to IT HVAR under this Contract, except as a self-employed individual.

5.2.24 LICENSE OF OPERATING SYSTEM SOFTWARE: IT HVAR is an authorized distributor of the operating system software (and documentation and associated manuals) (the "Software"), and is authorized to sell such software to Authorized Purchaser. Authorized Purchaser shall have the right to review the proposed license agreement and negotiate terms with the licensor. If the Authorized Purchaser and licensor cannot reasonably agree to terms, Authorized Purchaser may return the Goods to IT HVAR and IT HVAR shall provide a full refund including any shipping and handling charges and without incurring any termination liability.

5.2.25 MAINTENANCE AND SUPPORT: IT HVAR represents that either

- it will, within a reasonable time following Authorized Purchaser's request, enter into an agreement with Authorized Purchaser, upon commercially reasonable terms, for long term maintenance and support; or
- within a reasonable time following Authorized Purchaser's request, IT HVAR will offer Authorized Purchaser the opportunity to enter into a maintenance and support agreement with the manufacturer or other provider, upon commercially reasonable terms.

At a minimum, such maintenance and support agreement will require the entity providing support to be available 24 hours a day, seven days a week, and to respond to Authorized Purchaser's request for support for the Goods within four hours. Such response time shall require the entity providing maintenance and support to make all commercially reasonable efforts to return Authorized Purchaser's phone call requesting support within 30 minutes, and in the case of Goods problems requiring service, to make all commercially reasonable efforts to be at Authorized Purchaser's site within 1 hour maximum. Authorized Purchaser shall have the right to review the proposed agreement and negotiate terms with the provider; upon agreement to the terms Authorized Purchaser will be bound by such agreement. If Authorized Purchaser and provider cannot reasonably agree to terms, Authorized Purchaser may return the Goods to IT HVAR and IT HVAR shall provide a full refund including any shipping and handling charges and without incurring any termination liability.

All subcontractors must be certified or authorized by the original equipment manufacturer to perform maintenance and service on the Goods.

5.2.26 ACCEPTANCE TEST: Unless otherwise provided in the Contract, Section 3.4 above controls acceptance of the Goods. However, Authorized Purchaser may specifically provide in a Contract that Authorized Purchaser shall commence acceptance testing on the first day following notification by Authorized Purchaser to IT HVAR that all Goods IT HVAR is required to provide under the Contract have been received and installed and available to be tested as required by this Agreement or any Contract issued hereunder. Authorized Purchaser shall have a 30 calendar day period or such other period as agreed upon by Authorized Purchaser and IT HVAR ("Acceptance Test Period") to test the functionality of the Goods to determine whether they perform in accordance with the specifications and in accordance with the manufacturer's official published specifications ("Acceptance Test Performance Requirements"). The Acceptance Test Performance Requirements shall constitute the acceptance test ("Acceptance Test"). Authorized Purchaser shall accept the Goods if it performs in accordance with the Acceptance Test Performance Requirements.

No later than 5 business days of the completion of the Acceptance Test, Authorized Purchaser shall notify IT HVAR in writing regarding whether the Goods has passed or failed the Acceptance Test. If the Goods pass the Acceptance Test, then such notice shall be deemed "Final Acceptance." If the Goods fail the Acceptance Test, written notice shall be given and include the specific reason(s) for the failures. In the event of failure, IT HVAR shall be entitled to conduct the Acceptance Test, within 10 calendar days of

Authorized Purchaser's notification to verify failure, at IT HVAR's expense. If the Goods pass the Acceptance Test performed by IT HVAR, and Authorized Purchaser does not agree to decree Final Acceptance of the Goods, IT HVAR shall have the option to have Authorized Purchaser return the Goods to IT HVAR at the Authorized Purchaser's expense and refund IT HVAR's shipping costs. Alternatively or in addition to such return, IT HVAR shall be entitled to pursue the remedies available to IT HVAR under the Contract.

5.2.27 TITLE: Title for the Goods passes to Authorized Purchaser upon acceptance and payment by Authorized Purchaser to IT HVAR.

SECTION 6: EXHIBITS

- Exhibit A-1 Categories
- Exhibit A-2 Manufacturers
- Exhibit A-3 Pricing Methodology
- Exhibit A-4 Contract Management Services
- Exhibit A-5 Restrictions
- Exhibit B Purchase Order Form
- Exhibit C Vendor Collected Administrative Fee (VCAF) and Volume Sales Report (VSR)
- Exhibit D Insurance

SECTION 7: SIGNATURES

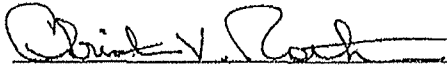
The undersigned represents:

- He/she is a duly authorized representative of IT HVAR, has been authorized by IT HVAR to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of IT HVAR;
- IT HVAR is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- IT HVAR will furnish the Goods in accordance with Contracts under this Agreement; and
- IT HVAR shall furnish federal identification number or social security number under a separate document.

IT HVAR has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that IT HVAR is not in violation of any nondiscrimination laws.

CDW Government LLC

CDW Government LLC

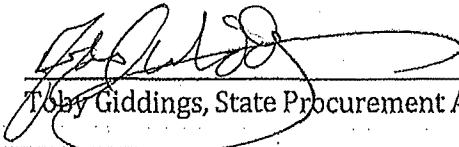


Christina V. Rother, President

9/25/2015

Date

Department of Administrative Services - Procurement Services



Toby Giddings, State Procurement Analyst

9/25/2015

Date

Department of Justice - Approved

approved via email dated

Karen Johnson, Assistant Attorney General

9/24/2015

Date